

Page 14

**MEMORANDUM OF AGREEMENT BETWEEN
THE KANSAS DEPARTMENT OF CORRECTIONS (KDOC)
& BARTON COMMUNITY COLLEGE (BCC)**

This Memorandum of Agreement (Agreement) is made by and between the Kansas Department of Corrections (KDOC) and Barton Community College (BCC), for educational, vocational and job readiness services as outlined in this agreement.

WHEREAS the KDOC is actively engaged in recidivism reduction, by delivering evidence-based programs, interventions and services, including education, vocational training and job readiness services;

WHEREAS BCC has experience and expertise in delivering education, vocational training and job readiness services to adult offenders in a correctional facility setting; and has staff with proper certification and training to deliver such services; and has received grant funding to build capacity in delivering such services at Ellsworth Correctional Facility and Larned Correctional Mental Health Facility;

NOW THEREFORE the parties agree to the following:

1. KDOC will pay BCC a maximum of \$63,940 for a period of twelve (12) months from July 1, 2013 through June 30, 2014, to be paid based on monthly billings, reflecting number of inmates enrolled in GED services (\$180 per inmate), GED test sessions completed (\$115 per session), and scholarships awarded from KDOC funds for vocational training (in varying amounts, depending on ability of offender to pay in whole or part).
 - a. BCC shall submit an invoice to KDOC on the 10th day of each month.

b. KDOC shall make payment no later than the last business day of each month.

2. For the total sum of a maximum of \$63,940 BCC will provide the education, vocational training and job readiness services set out at **Attachment A**, enrolling the number of offenders and reaching the target percentage of successful completions at a minimum, that are reflected at Attachment A.

a. GED services shall be billed at the rate of \$180 per student who enrolls and participates in GED training, and \$115 per GED test session.

b. Vocational training services shall be delivered on a self-pay basis with \$26,100 awarded to BCC for the purpose of supporting costs associated with books, program/course supply costs, materials and/or scholarship funds to supplement student inmate self-payment. Effective with this provider contract, \$8,700 of the \$26,100 award may be used to support books, program/course supply costs, materials and/or scholarships associated with the delivery of a plumbing program offered by BCC's partner – North Central Kansas Technical College. BCC shall collaborate with facility staff to jointly determine which offenders will receive the benefit of the scholarship fund. Students may utilize BCC's textbook library for academic and career technical education at no charge. Students will be responsible for purchasing textbooks for the Plumbing program with North Central Technical College.

- c. BCC shall continue offering self-pay college courses to offenders at ECF and LCMHF as part of its Building Academic Skills in Correctional Settings (BASICS) program, to promote attainment of recognition awards at the 18 and 32-credit-hour level, as well as an Associate in General Studies with an emphasis in Business.
- d. BCC shall continue to award scholarships to offenders who achieve the following GED outcomes:
- 6 credit hour scholarship offered to all GED recipients
 - 30 credit hour scholarship offered to GED recipients who score 3100-3499 points
 - 60 credit hour scholarship offered to GED recipients who score 3500-4000 points

GED scholarships shall be administered according to the following criteria:

Update 6/27/13 E.S.

Scholarships support tuition, fees and/or textbook costs depending on the scholarship award. Program fees are not covered.

- Tuition/fee support valued at the cost of F2F coursework
 - Recipients must begin college coursework within one calendar year of when the GED is awarded
 - Recipients who have a two term gap (semester) in taking coursework will lose any remaining scholarship funds; students may appeal this action.
- e. BCC's Foundation Office shall continue to seek donors to fund inmate scholarships to assist payment of academic and/or career technical education.
- f. BCC shall provide Kansas WorkReady to all offenders who participate in GED and expand Kansas WorkReady to vocational training students to the extent possible, through BCC at ECF and LCMHF.

g. BCC shall continue to provide academic advisement to all offenders served by BCC with GED, Kansas WorkReady or vocational training services at ECF or LCMHF.

(a) BCC shall assess the BCC program participant related to skills interests, if the participant has not previously been assessed, and/or if the assessment needs to be updated. BCC also provides GED and academic assessment.

(b) BCC will identify resources to maintain equipment and necessary supplies for academic and career technical education programming, and maintain a textbook library for all offenders served with GED, Kansas WorkReady or vocational training services at ECF and LCMHF.

h. BCC shall include GED graduates from ECF and LCMHF in its annual Learning Celebration event.

3. To support delivery of these services, BCC agrees to,

a. Participate in quarterly strategic planning meetings with KDOC designated staff in the Central Office, to address progress, barriers, solutions, and other issues related to policies, practices and procedures that impact the delivery of the services under this Agreement.

b. Participate in monthly strategic planning meetings with designated facility staff at each site where services are delivered, and on an ongoing basis address policies, practices and procedures, to ensure any barriers to effective delivery of the services under this Agreement.

- c. Participate in multi-discipline staffing of individual cases in the facilities, as needed, to address barriers to individual offenders successfully completing the services under this Agreement.
- d. Ensure BCC staff delivering services under this agreement is familiar with the principles of motivational interviewing and effective correctional practices, including modeling and reinforcing pro-social thinking and decisions by offenders, and use these principles to engage offenders to increase successful completions and positive impact of the services.
- e. Ensure vocational training provided in the facilities is market-relevant and tied to employability, including by,
 - (a) Conferring with workforce and Commerce staff to determine market-relevance;
 - (b) Conferring with Kansas employers to ensure the content of the curriculum is meeting the employers' needs;
 - (c) Exposing offenders enrolled in vocational training to Kansas employers to increase opportunities for employability;
 - (d) Including in the vocational training classes information about employability, and using cognitive interventions to increase motivation, providing pro-social modeling and coaching;
 - (e) Communicating with employers and workforce centers about the skills learned by offenders in the vocational training classes, in general, and in specific cases, to help the offender's chances of employment;

- (f) Using available and relevant skills/interests assessments and information from those assessments to make placements in the classes;
 - (g) Conferring with facility unit team staff to address motivation and performance issues, to enhance performance, learning, progress and use of the information learned for success.
- f. Participate in data collection and evaluation with the KDOC and its researcher/evaluator as necessary to evaluate the processes and impact of the services provided through this Agreement.
- g. Maintain adequate staffing levels to deliver the services under this Agreement, and provide all necessary administrative, instructional and support staff for the effective delivery of services under this agreement.
 - (a) Require all staff to have current required licensing to perform tests, assessments, training, teaching or delivery of other services under this Agreement.
 - (b) Require all staff to have the necessary education, experience and credentials necessary for delivery of services under this Agreement.
 - 1. BCC shall have the discretion to employ or contract with a person or organization for GED tutoring services without requiring a teaching certificate; however, before doing so, the proposed hiring or partnership shall be submitted to and approved by KDOC, and shall in

the proposal illustrate why the proposed person or organization has the skills and ability to provide the services needed without requiring the certification.

- (c) Require all staff to pass a background check regarding criminal history before entering any correctional facility.
- (d) Require all staff to complete facility training and orientation, including basic training as a new employee and annual training on an ongoing basis, as directed by the facility.
- (e) Require all staff to comply with all rules, regulations and policies of the KDOC, and to acknowledge this requirement in writing as part of training and orientation.
- h. Work with facility staff at each site where services are delivered under this Agreement to establish a referral process for offenders receiving services under this Agreement.
- i. Make quarterly reports of staffing, progress, and system issues, by emailing the report to JohnG@doc.ks.gov, PatB@doc.ks.gov and MargieP@doc.ks.gov.
- j. Provide GED testing at all facilities served, consistent with all federal and state laws, rules, regulations and procedures.
- k. Use technology to maximize and enhance the delivery of services under this Agreement.
- l. Provide services throughout the twelve (12) months of this Agreement, with staff present on site except on state holidays or other days designated by the Governor as days on which state offices are closed.

BCC shall have discretion to structure the schedules of staff, dividing time between classroom work and in-service/administrative work as deemed necessary, provided it does not prohibit meeting the targets in terms of number enrolled as reflected in Attachment A.

(a) Classes may recess for holiday break at the close of the day on December 19, 2013, and shall resume on the start of the on January 2, 2014.

- m. Maintain daily attendance records for all classes offered as part of the delivery of services under this Agreement.
 - n. Conduct such evaluation of educational programs as is required by law or industry standard, at BCC's expense, as required for accreditation; and maintain accreditation as necessary for delivery of services under this Agreement.
 - o. Allow on site reviews of the delivery of services at all locations by KDOC, at any time facility or Central Office staff desire.
 - p. Maintain all curricula used in the delivery of services under this Agreement, available for inspection upon request; update such curricula as necessary to ensure information and material is current and relevant.
 - q. Maintain an adequate inventory of instructional material, supplies and equipment for the delivery of services under this Agreement.
4. KDOC agrees to support BCC's work in delivering the services under this Agreement by,

- a. Running monthly and annual reports of offenders enrolled and completing the services under this Agreement, reflecting whether the completion was successful or unsuccessful, and making this information available to BCC;
- b. Facility staff at each site where services are delivered working with BCC staff to establish a referral process for offenders to be enrolled in the services under this Agreement;
- c. Reviewing policies, practices and procedures to ensure barriers to effective delivery of services under this Agreement are addressed;
- d. Collaborating with the Kansas Department of Labor to collect employment and wage data on offenders who have completed BCC services, to determine impact of educational and job readiness services on employment and wages; and to review recidivism data on these same offenders to determine if these services, employment and wages, in total, impact recidivism.
- e. Providing adequate space for the services to be delivered at each site.
- f. Working with BCC to address Internet access and other technology issues to enhance delivery of services under this Agreement.
- g. Providing BCC access to electronic records and hard copy files, records, data and information about inmates served, as necessary for BCC staff to effectively deliver services under this Agreement.

(a) BCC staff shall be bound by all rules of confidentiality that apply to KDOC regarding all such information.

(b) Information received regarding inmates shall be used strictly and only for purpose of delivery of services under this Agreement.

(c) BCC staff shall acknowledge all rules of confidentiality that apply in writing prior to being given access to such information.

h. Collaborating with BCC directly or through its partners in the development of curricula or other components of the services to be delivered under this Agreement.

i. Provide the level of security as determined by the Warden of each correctional facility to be appropriate for programs areas where the services delivered under this Agreement are provided.

5. BCC agrees that during the course of this agreement it will at all times maintain professional liability insurance in keeping with industry standards for assessment and care coordination providers in Kansas, and will provide a certificate of insurance upon execution of this agreement.

6. BCC shall be responsible for all administrative and other costs associated with delivering the services outlined in this agreement, including salary, benefits, office space, office supplies, office equipment, supervision, long distance costs, faxing costs, copying costs, travel, training, professional licensing, mileage, per diem, substance abuse assessments, cell phone/service, or any other costs incurred in delivering the services herein, from within the \$63,940 paid by KDOC. KDOC shall not be responsible

for any other payment for the services beyond the \$63,940 indicated in this agreement.

7. The contact persons for informal resolution of questions about this agreement are:

a. BCC:

Elaine Simmons
Barton Community College
245 NE 30 Road
Great Bend, KS 67530
(785) 620-792-9214 or (620) 786-6959
SimmonsE@bartonccc.edu

b. KDOC:

Patricia Berry, Program Manager
Kansas Department of Corrections
900 S.W. Jackson, Room 602
Topeka, KS 66612-1284
(785) 296-6384
PatB@doc.ks.gov

8. All formal contract notifications and communications, whether notices of termination or for any other purpose under this agreement, may be accomplished by use of registered mail, return receipt requested, commercial courier service, or personal delivery directed to the following designated individuals:

a. BCC:

Dr. Carl Heilman, President
Barton Community College
245 NE 30 Road
Great Bend, KS 67530

b. KDOC:

Ray Roberts
Secretary of Corrections
Kansas Department of Corrections
900 S.W. Jackson, 4th Floor
Topeka, Kansas 66612-1284

With a copy to:

Linden Appel

Chief Legal Counsel
900 S.W. Jackson, 4th Floor
Topeka, Kansas 66612-1284

9. The term of this agreement shall commence on July 1, 2013 and terminate on June 30, 2014. This agreement may be terminated by either party upon a minimum of thirty (30) days written notice of such termination provided to the other party. Notice by e-mail shall suffice as written notification. Notice of termination shall be considered effective upon the date of receipt of notice by the other party. BCC shall be paid for all services rendered up to and including the termination date. This agreement may be renewed by written addendum for succeeding one-year terms, subject to availability of necessary funding and mutual agreement of the parties.
10. This agreement may only be amended by written addendum executed by KDOC and BCC.
11. Nothing herein is intended to benefit any third party or to create in or confer upon any third party any rights arising from or in connection with this agreement. The parties do not intend that any person other than the State of Kansas be or become a third party beneficiary to this contract.
12. KDOC neither assumes nor accepts any liability for the acts or failure to act, professionally or otherwise, of BCC or its agents or employees. BCC shall indemnify, keep, save, and hold harmless KDOC and the State of Kansas from any and all claims, demands, causes of action, damages, or liability arising from or out of any allegation of any kind or character arising out of a claim of intentional acts, actual negligence, or malpractice on the part of BCC or its agents, employees or representatives. This

indemnification shall include but is not limited to costs, expenses, attorney fees, damages, awards or other expenditures necessitated by any such claim or litigation.

13. At all times during its performance hereunder, BCC shall be an independent contractor and shall not become or be deemed an agent, servant, or employee of the State of Kansas. BCC acknowledges that any individuals supplied hereunder to provide the services required of it shall be employees of BCC. BCC shall be responsible for all FICA, federal and state withholding taxes, workers' compensation coverage, and any and all other employment benefits due its employees.
14. BCC agrees to comply with all applicable federal, state and local laws, rules and regulations and ordinances; and all provisions required thereby to be include herein, are hereby incorporated by reference. BCC agrees to indemnify and hold KDOC harmless from any loss, damage, or liability resulting from the violation on the part of BCC of any such laws, rules, regulations or ordinances.
15. Neither party to this agreement shall prohibit or prevent the Legislative Division of Post Audit from having access pursuant to K.S.A. 46-1101, et seq. to any records, documents or other information -- confidential or otherwise -- regarding or relating to the execution and/or performance of this agreement.
16. The parties enter into the agreement in good faith and in the belief that this agreement, and actions pursuant to this agreement, are in accordance with appropriate State or Federal laws and regulations. In performing the terms

and condition of this Agreement, each party agrees to cooperate with the other to the fullest extent.

17. The provisions found in the Contractual Provisions Attachment (Form DA-146a), **Attachment B**, are hereby incorporated in this agreement and made part hereof. Should any of the provisions of this agreement conflict with any provisions of the Contractual Provisions Attachment, the provisions set forth in the Contractual Provision Attachment shall control.
18. BCC covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. BCC further covenants that in the performance of this contract no person having such interest shall be employed or provided hereunder. BCC, its agents and employees agree to comply with K.S.A. 46-214a *et seq.* and amendments thereto, which govern conflicts of interest of persons who do business with the State of Kansas, and BCC represents that the provisions of those statutes have not and will not be violated by this contract or BCC's performance hereunder.
19. This Agreement and the covenants contained herein shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto and may not be assigned by either party hereto without the prior written consent of the other party. Any attempt to assign this contract in violation of this paragraph is void and of no effect.
20. If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such

provision did not exist, and the unenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

21. Should any dispute arise with respect to this Agreement, BCC and KDOC agree to act immediately to resolve the dispute. BCC agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under the Agreement of all non-disputed work; any additional costs incurred by BCC or KDOC as a result of such failure to proceed shall be borne by BCC and BCC shall make no claim against KDOC for such costs. BCC agrees it shall pursue all disputes through administrative avenues of KDOC before taking any action outside of KDOC with respect to the dispute.
22. In the event of any breach of this Agreement, or any provision thereof, the failure of either party to exercise any of its rights or remedies under this Agreement shall not be construed as a waiver of any such provision of the Agreement breached or as acquiescence in the breach. The remedies herein shall be cumulative and additional to any other remedies at law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives the day and year first written above:

KANSAS DEPARTMENT OF
CORRECTIONS

By: _____

Ray Roberts, Secretary

Date: _____

7-16-13

BARTON COMMUNITY COLLEGE

By: _____

Dr. Carl Heilman, President

Date: _____

6/27/13

Attachment A

Barton Community College MOA – FY 2013

Program	Target to Enroll	Target % Completers
ECF GED	75	75%
ECF Kansas WorkReady	75	75%
ECF GED Test Sessions - 12 pear year	-	
ECF Manufacturing Skills	15	75%
ECF Certiport Certification	15	75%
ECF Welding	25	75%
ECF Plumbing	20	75%
LCMHF GED	50	75%
LCMHF GED Test Sessions - 12 per year	-	
LCMHF Kansas WorkReady	50	75%
LCMHF Manufacturing Skills	15	75%
LCMHF Certiport Certification	15	75%

355

Attachment B

State of Kansas
Department of Administration
DA-146a (Rev. 6-12-KDOC)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 04-11), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the 1st day of July, 2013.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due to Lack of Funding Appropriation or Budget Rescission or Allotment:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. If, in the judgment of the Secretary of the state agency party, as a result of a budget rescission ordered by the Governor, or a budget allotment ordered by the Secretary of Administration, insufficient funds remain to support the function performed in this agreement and for payment of charges hereunder, State may terminate this agreement upon giving 30 days' written notice. In the event of termination due to any circumstance set forth above, Contractor shall have the right to take possession of any equipment provided State under the contract, upon the effective date of termination. State will pay to the contractor all regular contractual payments incurred up to the effective date of termination, plus contractual charges, if any, incidental to the return of any such equipment. Upon termination of the agreement by the State, title to any such equipment shall revert to the contractor upon the effective date of termination. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of

Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

PREA CONTRACT AMENDMENT/ADDENDUM

Contractor shall at all times comply with the National Standards promulgated under the Prison Rape Elimination Act (42 U.S.C. §15601, et seq.), which are found at 28 CFR 115.5 to 115.93, inclusive, and the provisions of KDOC Internal Management Policy and Procedure (IMPP) 10-103, in regard to any of its employees who have or may reasonably be expected to have contact with inmates in delivering services and/or goods pursuant to this agreement.

In particular, Contractor shall:

- (1) perform criminal background records checks as described in 28 CFR 115.17 prior to hiring any such employee, and during the employee's tenure with Contractor at the intervals set forth therein, and shall also inquire of prospective hires and employees considered for promotion as to their involvement in any prior events involving sexual misconduct set forth at subsection (a) thereof;
- (2) promptly make its employees available for orientation and periodic training provided by KDOC in regard to the obligations and requirements imposed by said Act and National Standards, as required by 28 CFR 115.32 and IMPP 10-103, Sec. III;
- (3) promptly make available upon request to KDOC in any sexual abuse incident review conducted pursuant to 28 CFR 115.86 in which any of Contractor's employees is involved as the target of the investigation and review, or a witness thereto, any of its employees for interview by the Sexual Abuse Incident Review Board, as well as any pertinent records regarding the incident in question; and
- (4) promptly make available upon request any records necessary for KDOC to meet the requirements for data collection, review for corrective action, and audits, as set forth at 28 CFR 115.87, 115.88, 115.93.

Contractor further acknowledges that KDOC must bar any contract employee found to have engaged in sexual abuse from its facilities' premises, as well as report any such employee to law enforcement agencies and relevant licensing bodies, and that KDOC otherwise must take appropriate remedial measures in response to any violation of its sexual abuse or sexual harassment policies, as set forth at 28 CFR 115.77. Contractor further acknowledges and agrees that KDOC, in its sole discretion, may bar any contract employee under investigation for alleged sexual abuse or sexual harassment during the investigation.

